

1 DAVID F. MCDOWELL (CA SBN 125806)
DMcDowell@mofo.com
2 MORRISON & FOERSTER LLP
707 Wilshire Boulevard
3 Los Angeles, California 90017-3543
Telephone: 213.892.5200
4 Facsimile: 213.892.5454

5 KEVIN M. COLES (CA SBN 271518)
KColes@mofo.com
6 MORRISON & FOERSTER LLP
425 Market Street
7 San Francisco, California 94105-2482
Telephone: 415.268.7000
8 Facsimile: 415.268.7522

9 Attorneys for Defendant
ROSS STORES, INC.

11 UNITED STATES DISTRICT COURT
12 CENTRAL DISTRICT OF CALIFORNIA

14 JOSE JACOBO, et al.,
15 Plaintiffs,
16 v.
17 ROSS STORES, INC., a Delaware
Corporation, and DOES 1 through 100,
18 inclusive,
19 Defendants.

Case No. 2:15-cv-04701-MWF (AGRx)

**DEFENDANT ROSS STORE, INC.'S
ANSWER TO PLAINTIFFS'
SECOND AMENDED COMPLAINT**

Dept.: 1600
Judge: Hon. Michael W. Fitzgerald

1 Defendant Ross Stores, Inc., by and through undersigned counsel, hereby
2 responds to Plaintiffs' numbered Second Amended Complaint as follows:

3 **JURISDICTION AND VENUE**

4 1. Defendant admits the allegations in this paragraph of the Second
5 Amended Complaint.

6 2. The Court dismissed Plaintiffs' CLRA claims by order dated June 17,
7 2016 (ECF No. 56). Defendant admits the remainder of this paragraph of the
8 Second Amended Complaint.

9 3. Defendant admits the allegations in this paragraph of the Second
10 Amended Complaint.

11 4. Defendant admits the allegations in this paragraph of the Second
12 Amended Complaint.

13 5. Defendant denies the alleged violations of law have been carried out
14 within the County of Los Angeles or throughout the State of California. Defendant
15 admits transacting business within the County of Los Angeles and elsewhere
16 throughout California.

17 **INTRODUCTION**

18 6. Defendant is without knowledge or information sufficient to form a
19 belief as to the truth of the allegations in paragraph 6, and on that basis denies each
20 and every allegation contained therein.

21 7. Defendant admits being a large national retailer that owns and operates
22 a chain of department stores in California. Defendant admits using price tags
23 displaying selling prices and comparison prices on items in its stores. Defendant
24 denies as to the remainder of the allegations in paragraph 7.

25 **PARTIES**

26 8. Defendant denies using false, deceptive or misleading advertising,
27 marketing and pricing schemes. Defendant denies causing Jacobo to lose money
28 and/or property, or to suffer any other damages. Defendant is without knowledge

1 or information sufficient to form a belief as to the truth of the remaining allegations
2 in paragraph 8, and on that basis denies each and every such allegation contained
3 therein.

4 9. Defendant denies using false, deceptive or misleading advertising,
5 marketing and pricing schemes. Defendant denies causing Metoyer to lose money
6 and/or property, or to suffer any other damages. Defendant is without knowledge
7 or information sufficient to form a belief as to the truth of the remaining allegations
8 in paragraph 9, and on that basis denies each and every such allegation contained
9 therein.

10 10. Defendant admits the allegations in this paragraph of the Second
11 Amended Complaint.

12 11. Defendant denies each and every allegation in this paragraph of the
13 Second Amended Complaint.

14 **FACTUAL ALLEGATIONS**

15 12. Defendant is without knowledge or information sufficient to form a
16 belief as to the truth of the allegations in paragraph 12, and on that basis denies
17 each and every allegation contained therein.

18 13. Defendant is without knowledge or information sufficient to form a
19 belief as to the truth of the allegations in paragraph 13, and on that basis denies
20 each and every allegation contained therein.

21 14. Defendant is without knowledge or information sufficient to form a
22 belief as to the truth of the allegations in paragraph 14, and on that basis denies
23 each and every allegation contained therein.

24 15. Defendant denies each and every allegation in this paragraph of the
25 Second Amended Complaint.

26 16. Defendant denies each and every allegation in this paragraph of the
27 Second Amended Complaint.

28 17. Defendant denies each and every allegation in this paragraph of the

1 Second Amended Complaint.

2 18. Defendant is without knowledge or information sufficient to form a
3 belief as to what others are led to believe. Defendant denies as to remainder of
4 paragraph.

5 19. Defendant admits it presented reference prices with the phrase
6 “Compare At” between June 20, 2011 and late 2015. Defendant denies the
7 allegation to the extent it refers to any time after late 2015.

8 20. Defendant is without knowledge or information sufficient to form a
9 belief as to the truth of the allegations in paragraph 20, and on that basis denies
10 each and every allegation contained therein.

11 21. Defendant avers the document speaks for itself. Defendant is without
12 knowledge or information sufficient to form a belief as to the truth of the
13 allegations in paragraph 21, and on that basis denies each and every allegation
14 contained therein.

15 22. Defendant avers the document speaks for itself. Defendant is without
16 knowledge or information sufficient to form a belief as to the truth of the
17 allegations in paragraph 22, and on that basis denies each and every allegation
18 contained therein.

19 23. Defendant avers the document speaks for itself. Defendant is without
20 knowledge or information sufficient to form a belief as to the truth of the
21 allegations in paragraph 23, and on that basis denies each and every allegation
22 contained therein.

23 24. Defendant avers the document speaks for itself. Defendant is without
24 knowledge or information sufficient to form a belief as to the truth of the
25 allegations in paragraph 24, and on that basis denies each and every allegation
26 contained therein.

27 25. Defendant denies each and every allegation in this paragraph of the
28 Second Amended Complaint.

1 26. Defendant avers the document speaks for itself. Defendant is without
2 knowledge or information sufficient to form a belief as to the truth of the
3 allegations in paragraph 26, and on that basis denies each and every allegation
4 contained therein.

5 27. Defendant is without knowledge or information sufficient to form a
6 belief as to the truth of the allegations in paragraph 27, and on that basis denies
7 each and every allegation contained therein.

8 28. Defendant is without knowledge or information sufficient to form a
9 belief as to the truth of the allegations in paragraph 28, and on that basis denies
10 each and every allegation contained therein.

11 29. Defendant avers the document speaks for itself and provides guidelines
12 applicable only to online advertising, not the price tags at issue here, and on that
13 basis deny the allegations in paragraph 29.

14 30. Defendant denies each and every allegation in this paragraph of the
15 Second Amended Complaint.

16 31. Defendant avers that the document speaks for itself.

17 32. Defendant avers that the document speaks for itself.

18 33. Defendant denies each and every allegation in this paragraph of the
19 Second Amended Complaint.

20 34. Defendant denies each and every allegation in this paragraph of the
21 Second Amended Complaint.

22 35. Defendant is without knowledge or information sufficient to form a
23 belief as to the truth of the allegations in paragraph 35 regarding Plaintiffs' beliefs,
24 and on that basis denies each and every allegation contained therein.

25 36. Defendant avers that the document speaks for itself.

26 37. Defendant denies each and every allegation in this paragraph of the
27 Second Amended Complaint.

28 38. Defendant is without knowledge or information sufficient to form a

1 belief as to the truth of the allegations in paragraph 38, and on that basis denies
2 each and every allegation contained therein.

3 39. Defendant is without knowledge or information sufficient to form a
4 belief as to the truth of the allegations in paragraph 39, and on that basis denies
5 each and every allegation contained therein.

6 40. Defendant admits that the words “similar item” do not appear on price
7 tags of items sold at Ross. Defendant denies the remainder of the allegations in
8 paragraph 40.

9 41. Defendant is without knowledge or information sufficient to form a
10 belief as to the truth of the allegations in paragraph 41 regarding Plaintiffs’ beliefs,
11 and on that basis denies each and every allegation contained therein.

12 42. Defendant is without knowledge or information sufficient to form a
13 belief as to the truth of the allegations in paragraph 42 regarding Plaintiffs’ beliefs,
14 and on that basis denies each and every allegation contained therein.

15 43. Defendant is without knowledge or information sufficient to form a
16 belief as to the truth of the allegations in paragraph 43 regarding Plaintiffs’ beliefs,
17 and on that basis denies each and every allegation contained therein.

18 44. Defendant is without knowledge or information sufficient to form a
19 belief as to the truth of the allegations in paragraph 44 regarding Plaintiffs’ beliefs,
20 and on that basis denies each and every allegation contained therein.

21 45. Defendant denies each and every allegation in this paragraph of the
22 Second Amended Complaint.

23 46. Defendant is without knowledge or information sufficient to form a
24 belief as to the truth of the allegations in paragraph 46 regarding Plaintiffs’ or other
25 consumers’ beliefs, and on that basis denies each and every allegation contained
26 therein.

27 47. Defendant is without knowledge or information sufficient to form a
28 belief as to the truth of the allegations in paragraph 47 regarding Plaintiffs’

1 experiences and beliefs, and on that basis denies each and every allegation
2 contained therein.

3 48. Defendant denies each and every allegation in this paragraph of the
4 Second Amended Complaint.

5 49. Defendant admits the allegations in this paragraph of the Second
6 Amended Complaint.

7 50. Defendant is without knowledge or information sufficient to form a
8 belief as to the truth of the allegations in paragraph 50, and on that basis denies
9 each and every allegation contained therein.

10 51. Defendant denies each and every allegation in this paragraph of the
11 Second Amended Complaint. Defendant avers the document speaks for itself.

12 52. Defendant is without knowledge or information sufficient to form a
13 belief as to the truth of the allegations in paragraph 52, and on that basis denies
14 each and every allegation contained therein.

15 53. Defendant is without knowledge or information sufficient to form a
16 belief as to the truth of the allegations in paragraph 53, and on that basis denies
17 each and every allegation contained therein.

18 54. Defendant denies each and every allegation in this paragraph of the
19 Second Amended Complaint.

20 55. Defendant admits that “Compare At” is not defined on Defendant’s
21 price tags. Defendant denies the remainder of the allegations in paragraph 55.

22 56. Defendant admits that “Compare At” is not defined on Defendant’s
23 price tags. Defendant denies the remainder of the allegations in paragraph 56.

24 57. Defendant denies the characterization of Defendant’s use of the phrase
25 “Compare At.” Defendant denies that consumers must visit a website for the
26 meaning of the phrase “Compare At.”

27 58. Defendant denies each and every allegation in this paragraph of the
28 Second Amended Complaint.

1 59. Defendant is without knowledge or information sufficient to form a
2 belief as to Plaintiffs' and other consumers' interpretations of "Compare At" prices,
3 and on that basis denies the allegations in paragraph 59.

4 60. Defendant admits that, viewed in light of Defendant's definition,
5 Defendant's "Compare At" price could be the selling price of the same item at other
6 full-price department or specialty stores, or that it could be the selling price of a
7 "similar" product. Defendant denies the remainder of the allegations in paragraph
8 60.

9 61. Defendant denies each and every allegation in this paragraph of the
10 Second Amended Complaint.

11 62. Defendant is without knowledge or information sufficient to form a
12 belief as to the truth of the allegations in paragraph 62 regarding Plaintiffs' beliefs,
13 and on that basis denies each and every allegation contained therein.

14 63. Defendant denies each and every allegation in this paragraph of the
15 Second Amended Complaint.

16 64. Defendant avers the document speaks for itself.

17 65. Defendant is without knowledge or information sufficient to form a
18 belief as to the truth of the allegations in paragraph 65 regarding Plaintiffs' or other
19 consumers' beliefs, and on that basis denies each and every allegation contained
20 therein.

21 66. Defendant denies making any deceptive, misleading, and/or false
22 representations of comparative prices or false representations of purported savings,
23 discounts or bargains. Defendant is without knowledge or information sufficient to
24 form a belief as to the truth of the remaining allegations in paragraph 66, and on
25 that basis denies each and every allegation contained therein.

26 67. Defendant is without knowledge or information sufficient to form a
27 belief as to the truth of the allegations in paragraph 67 regarding Plaintiffs' or other
28 consumers' beliefs, and on that basis denies each and every allegation contained

1 therein.

2 68. Defendant denies each and every allegation in this paragraph of the
3 Second Amended Complaint.

4 69. Defendant is without knowledge or information sufficient to form a
5 belief as to the truth of the allegations in paragraph 69, and on that basis denies
6 each and every allegation contained therein.

7 70. Defendant avers the document speaks for itself.

8 71. Defendant avers the document speaks for itself.

9 72. Defendant denies each and every allegation in this paragraph of the
10 Second Amended Complaint.

11 73. Defendant avers the document speaks for itself. Defendant is without
12 knowledge or information sufficient to form a belief as to the truth of the
13 allegations in paragraph 73 regarding an unnamed “buyer intern”, and on that basis
14 denies the allegations in paragraph 73. Defendant denies that 70% or the “vast
15 majority” of items sold at Ross are items produced exclusively for Ross and sold
16 only at Ross stores.

17 74. Defendant denies using the comparative reference phrase “Compare
18 At” since late 2015. Defendant denies the characterization of Defendant’s use of
19 the phrase “Compare At.”

20 75. Defendant denies using the comparative reference phrase “Compare
21 At” since late 2015. Defendant denies the characterization of Defendant’s use of
22 the phrase “Compare At.”

23 76. Defendant admits the allegations in this paragraph of the Second
24 Amended Complaint.

25 77. Defendant is without knowledge or information sufficient to form a
26 belief as to the truth of the allegations in paragraph 77, and on that basis denies
27 each and every allegation contained therein.

28 78. Defendant is without knowledge or information sufficient to form a

1 belief as to the truth of the allegations in paragraph 78, and on that basis denies
2 each and every allegation contained therein.

3 79. Defendant denies each and every allegation in this paragraph of the
4 Second Amended Complaint.

5 80. Defendant denies each and every allegation in this paragraph of the
6 Second Amended Complaint.

7 81. Defendant admits that it disclosed the meaning of “Compare At.”
8 Defendant denies each and every remaining allegation in paragraph 81.

9 82. Defendant avers the document speaks for itself.

10 83. Defendant admits disclosing the meaning of “Compare At” on its
11 website and on signs in its stores. Defendant denies each and every remaining
12 allegation in paragraph 83.

13 84. Defendant avers the document speaks for itself. Defendant denies that
14 its use of the comparative reference phrase “Compare At” is misleading or
15 deceptive.

16 85. Defendant denies each and every allegation in this paragraph of the
17 Second Amended Complaint.

18 86. Defendant denies each and every allegation in this paragraph of the
19 Second Amended Complaint.

20 87. Defendant is without knowledge or information sufficient to form a
21 belief as to the truth of the allegations in paragraph 87, and on that basis denies
22 each and every allegation contained therein.

23 88. Defendant denies ascribing a secret, undisclosed meaning of the phrase
24 “Compare At.” Defendant is without knowledge or information sufficient to form a
25 belief as to the truth of the allegations in paragraph 88 regarding what Plaintiffs or
26 other consumers would ascribe to the term, and on that basis denies each and every
27 such allegation contained therein. Defendant denies that its use of the term is
28 deceptive, misleading and/or likely to mislead reasonable consumers.

1 89. Defendant denies each and every allegation in this paragraph of the
2 Second Amended Complaint.

3 90. Defendant denies each and every allegation in this paragraph of the
4 Second Amended Complaint.

5 91. Defendant denies it failed to adequately disclose its definition of the
6 term “Compare At.” Defendant is without knowledge or information sufficient to
7 form a belief as to the truth of the remaining allegations in paragraph 91, and on
8 that basis denies each and every such allegation contained therein.

9 92. Defendant denies each and every allegation in this paragraph of the
10 Second Amended Complaint.

11 93. Defendant denies the characterization.

12 94. Defendant admits providing a disclosure of its definition of its
13 “Compare At” prices on its website.

14 95. Defendant avers the document speaks for itself.

15 96. Defendant avers the document speaks for itself.

16 97. Defendant avers the document speaks for itself.

17 98. Defendant avers the document speaks for itself.

18 99. Defendant denies each and every allegation in this paragraph of the
19 Second Amended Complaint.

20 100. Defendant denies each and every allegation in this paragraph of the
21 Second Amended Complaint.

22 101. Defendant admits disclosing its definition of “Compare At” on its
23 website and on signage in its stores. Defendant denies the remainder of allegations
24 in paragraph 101.

25 102. Defendant denies each and every allegation in this paragraph of the
26 Second Amended Complaint.

27 103. Defendant is without knowledge or information sufficient to form a
28 belief as to the truth of the allegations in paragraph 103, and on that basis denies

1 each and every allegation contained therein.

2 104. Defendant avers the document speaks for itself.

3 105. Defendant denies each and every allegation in this paragraph of the
4 Second Amended Complaint.

5 106. Defendant avers the document speaks for itself.

6 107. Defendant denies each and every allegation in this paragraph of the
7 Second Amended Complaint.

8 108. Defendant avers the document speaks for itself.

9 109. Defendant denies each and every allegation in this paragraph of the
10 Second Amended Complaint.

11 110. Defendant denies each and every allegation in this paragraph of the
12 Second Amended Complaint.

13 111. Defendant avers the document speaks for itself.

14 112. Defendant denies each and every allegation in this paragraph of the
15 Second Amended Complaint.

16 113. Defendant avers the document speaks for itself.

17 114. Defendant denies each and every allegation in this paragraph of the
18 Second Amended Complaint.

19 115. Defendant avers the document speaks for itself.

20 116. Defendant denies each and every allegation in this paragraph of the
21 Second Amended Complaint.

22 117. Defendant avers the document speaks for itself.

23 118. Defendant denies each and every allegation in this paragraph of the
24 Second Amended Complaint.

25 119. Defendant denies each and every allegation in this paragraph of the
26 Second Amended Complaint. Defendant is without knowledge or information
27 sufficient to form a belief as to the truth of the allegations in paragraph 119
28 regarding Plaintiffs' beliefs, and on that basis denies each and every such allegation

1 contained therein.

2 120. Defendant denies each and every allegation in this paragraph of the
3 Second Amended Complaint.

4 121. Defendant denies the characterization of law.

5 122. Defendant denies making false and/or misleading comparative pricing
6 representations. Defendant is without knowledge or information sufficient to form
7 a belief as to the truth of the allegations in paragraph 122 regarding Plaintiffs'
8 actions or motivations, and on that basis denies each and every such allegation
9 contained therein.

10 123. Defendant denies each and every allegation in this paragraph of the
11 Second Amended Complaint. Defendant is without knowledge or information
12 sufficient to form a belief as to the truth of the allegations in paragraph 123
13 regarding Plaintiffs' beliefs, and on that basis denies each and every such
14 allegation.

15 124. Defendant denies each and every allegation in this paragraph of the
16 Second Amended Complaint.

17 125. Defendant denies each and every allegation in this paragraph of the
18 Second Amended Complaint.

19 126. Defendant denies each and every allegation in this paragraph of the
20 Second Amended Complaint.

21 127. Defendant denies each and every allegation in this paragraph of the
22 Second Amended Complaint.

23 128. Defendant denies each and every allegation in this paragraph of the
24 Second Amended Complaint.

25 129. Defendant denies each and every allegation in this paragraph of the
26 Second Amended Complaint.

27 130. Defendant is without knowledge or information sufficient to form a
28 belief as to the truth of the allegations in paragraph 130 regarding Plaintiffs' beliefs,

1 and on that basis denies each and every allegation contained therein.

2 131. Defendant denies each and every allegation in this paragraph of the
3 Second Amended Complaint.

4 132. Defendant denies each and every allegation in this paragraph of the
5 Second Amended Complaint.

6 133. Defendant denies each and every allegation in this paragraph of the
7 Second Amended Complaint.

8 134. Defendant denies each and every allegation in this paragraph of the
9 Second Amended Complaint.

10 135. Defendant denies using pervasive or rampant false or misleading
11 advertising and marketing campaign.

12 136. Defendant denies using false, deceptive and/or misleading advertising
13 or price comparisons. Defendant is without knowledge or information sufficient to
14 form a belief as to the truth of the allegations in paragraph 136 regarding Plaintiffs'
15 actions, and on that basis denies each and every allegation contained therein.

16 137. Defendant is without knowledge or information sufficient to form a
17 belief as to the truth of the allegations in paragraph 137, and on that basis denies
18 each and every allegation contained therein.

19 138. Defendant is without knowledge or information sufficient to form a
20 belief as to the truth of the allegations in paragraph 138, and on that basis denies
21 each and every allegation contained therein.

22 139. Defendant is without knowledge or information sufficient to form a
23 belief as to the truth of the allegations in paragraph 139, and on that basis denies
24 each and every allegation contained therein.

25 140. Defendant is without knowledge or information sufficient to form a
26 belief as to the truth of the allegations in paragraph 140, and on that basis denies
27 each and every allegation contained therein.

28 141. Defendant is without knowledge or information sufficient to form a

1 belief as to the truth of the allegations in paragraph 141, and on that basis denies
2 each and every allegation contained therein.

3 142. Defendant is without knowledge or information sufficient to form a
4 belief as to the truth of the allegations in paragraph 142, and on that basis denies
5 each and every allegation contained therein.

6 143. Defendant is without knowledge or information sufficient to form a
7 belief as to the truth of the allegations in paragraph 143, and on that basis denies
8 each and every allegation contained therein.

9 144. Defendant is without knowledge or information sufficient to form a
10 belief as to the truth of the allegations in paragraph 144, and on that basis denies
11 each and every allegation contained therein.

12 145. Defendant is without knowledge or information sufficient to form a
13 belief as to the truth of the allegations in paragraph 145, and on that basis denies
14 each and every allegation contained therein.

15 146. Defendant is without knowledge or information sufficient to form a
16 belief as to the truth of the allegations in paragraph 146, and on that basis denies
17 each and every allegation contained therein.

18 147. Defendant is without knowledge or information sufficient to form a
19 belief as to the truth of the allegations in paragraph 147, and on that basis denies
20 each and every allegation contained therein.

21 148. Defendant denies each and every allegation in this paragraph of the
22 Second Amended Complaint.

23 149. Defendant denies each and every allegation in this paragraph of the
24 Second Amended Complaint.

25 150. Defendant is without knowledge or information sufficient to form a
26 belief as to the truth of the allegations in paragraph 150, and on that basis denies
27 each and every allegation contained therein.

28 151. Defendant is without knowledge or information sufficient to form a

1 belief as to the truth of the allegations in paragraph 151, and on that basis denies
2 each and every allegation contained therein.

3 152. Defendant is without knowledge or information sufficient to form a
4 belief as to the truth of the allegations in paragraph 152, and on that basis denies
5 each and every allegation contained therein.

6 153. Defendant is without knowledge or information sufficient to form a
7 belief as to the truth of the allegations in paragraph 153, and on that basis denies
8 each and every allegation contained therein.

9 154. Defendant denies failing to clearly, conspicuously or adequately
10 disclose its definition of “Compare At” pricing. Defendant is without knowledge or
11 information sufficient to form a belief as to the truth of the allegations in paragraph
12 154, and on that basis denies each and every allegation contained therein.

13 155. Defendant is without knowledge or information sufficient to form a
14 belief as to the truth of the allegations in paragraph 155, and on that basis denies
15 each and every allegation contained therein.

16 156. Defendant is without knowledge or information sufficient to form a
17 belief as to the truth of the allegations in paragraph 156, and on that basis denies
18 each and every allegation contained therein.

19 157. Defendant is without knowledge or information sufficient to form a
20 belief as to the truth of the allegations in paragraph 157, and on that basis denies
21 each and every allegation contained therein.

22 158. Defendant is without knowledge or information sufficient to form a
23 belief as to the truth of the allegations in paragraph 158, and on that basis denies
24 each and every allegation contained therein.

25 159. Defendant is without knowledge or information sufficient to form a
26 belief as to the truth of the allegations in paragraph 159, and on that basis denies
27 each and every allegation contained therein.

28 160. Defendant is without knowledge or information sufficient to form a

1 belief as to the truth of the allegations in paragraph 160, and on that basis denies
2 each and every allegation contained therein.

3 161. Defendant is without knowledge or information sufficient to form a
4 belief as to the truth of the allegations in paragraph 161, and on that basis denies
5 each and every allegation contained therein.

6 162. Defendant is without knowledge or information sufficient to form a
7 belief as to the truth of the allegations in paragraph 162, and on that basis denies
8 each and every allegation contained therein.

9 163. Defendant is without knowledge or information sufficient to form a
10 belief as to the truth of the allegations in paragraph 163, and on that basis denies
11 each and every allegation contained therein.

12 164. Defendant is without knowledge or information sufficient to form a
13 belief as to the truth of the allegations in paragraph 164, and on that basis denies
14 each and every allegation contained therein.

15 165. Defendant is without knowledge or information sufficient to form a
16 belief as to the truth of the allegations in paragraph 165, and on that basis denies
17 each and every allegation contained therein.

18 166. Defendant is without knowledge or information sufficient to form a
19 belief as to the truth of the allegations in paragraph 166, and on that basis denies
20 each and every allegation contained therein.

21 167. Defendant denies knowledge of which items Metoyer purchased.
22 Defendant is without knowledge or information sufficient to form a belief as to the
23 truth of the remaining allegations in paragraph 167, and on that basis denies each
24 and every such allegation contained therein.

25 168. Defendant denies each and every allegation in this paragraph of the
26 Second Amended Complaint.

27 169. Defendant admits the words “similar product” do not appear on its
28 price tags. Defendant denies the remainder of allegations in paragraph 169.

1 170. Defendant denies each and every allegation in this paragraph of the
2 Second Amended Complaint.

3 171. Defendant is without knowledge or information sufficient to form a
4 belief as to the truth of the allegations in paragraph 171, and on that basis denies
5 each and every allegation contained therein.

6 172. Defendant is without knowledge or information sufficient to form a
7 belief as to the truth of the allegations in paragraph 172, and on that basis denies
8 each and every allegation contained therein.

9 173. Defendant denies failing to clearly, conspicuously or adequately
10 disclose its definition of “Compare At” pricing. Defendant is without knowledge or
11 information sufficient to form a belief as to the truth of the remaining allegations in
12 paragraph 173, and on that basis denies each and every such allegation contained
13 therein.

14 174. Defendant denies its “Compare At” pricing was false, misleading
15 and/or deceptive. Defendant is without knowledge or information sufficient to
16 form a belief as to the truth of the remaining allegations in paragraph 174, and on
17 that basis denies each and every allegation contained therein.

18 175. Defendant denies making any false, misleading and/or deceptive
19 advertising and/or misrepresentations. Defendant is without knowledge or
20 information sufficient to form a belief as to the truth of the remaining allegations in
21 paragraph 175, and on that basis denies each and every such allegation contained
22 therein.

23 176. Defendant denies making any false, and/or deceptive, and/or
24 misleading advertising, and/or misrepresentations. Defendant is without knowledge
25 or information sufficient to form a belief as to the truth of the remaining allegations
26 in paragraph 176, and on that basis denies each and every such allegation contained
27 therein.

28 177. Defendant denies each and every allegation in this paragraph of the

1 Second Amended Complaint.

2 178. Defendant denies each and every allegation in this paragraph of the
3 Second Amended Complaint.

4 179. Defendant denies each and every allegation in this paragraph of the
5 Second Amended Complaint.

6 180. Defendant denies each and every allegation in this paragraph of the
7 Second Amended Complaint.

8 181. Defendant denies each and every allegation in this paragraph of the
9 Second Amended Complaint.

10 182. Defendant is without knowledge or information sufficient to form a
11 belief as to the truth of the allegations in paragraph 182, and on that basis denies
12 each and every allegation contained therein.

13 183. Defendant denies each and every allegation in this paragraph of the
14 Second Amended Complaint.

15 184. Defendant denies each and every allegation in this paragraph of the
16 Second Amended Complaint.

17 185. Defendant denies each and every allegation in this paragraph of the
18 Second Amended Complaint.

19 186. Defendant denies each and every allegation in this paragraph of the
20 Second Amended Complaint.

21 187. Defendant denies each and every allegation in this paragraph of the
22 Second Amended Complaint.

23 188. Defendant denies that all common questions of law and/or fact in this
24 case are susceptible to common proof.

25 189. Defendant denies that resolution of the common questions of law
26 and/or fact in this case will resolve all issues that are central to Plaintiffs' claims
27 and the claims of all other putative class members.

28 190. Defendant denies each and every allegation in this paragraph of the

1 Second Amended Complaint.

2 191. Defendant denies each and every allegation in this paragraph of the
3 Second Amended Complaint.

4 192. Defendant denies each and every allegation in this paragraph of the
5 Second Amended Complaint.

6 193. Defendant denies each and every allegation in this paragraph of the
7 Second Amended Complaint.

8 194. Defendant denies each and every allegation in this paragraph of the
9 Second Amended Complaint.

10 195. Defendant denies each and every allegation in this paragraph of the
11 Second Amended Complaint.

12 196. Defendant denies each and every allegation in this paragraph of the
13 Second Amended Complaint.

14 197. Defendant denies each and every allegation in this paragraph of the
15 Second Amended Complaint.

16 198. Defendant denies each and every allegation in this paragraph of the
17 Second Amended Complaint.

18 199. Defendant denies each and every allegation in this paragraph of the
19 Second Amended Complaint.

20 200. Defendant denies each and every allegation in this paragraph of the
21 Second Amended Complaint.

22 201. Defendant denies each and every allegation in this paragraph of the
23 Second Amended Complaint.

24 202. Defendant denies each and every allegation in this paragraph of the
25 Second Amended Complaint.

26 203. Defendant is without knowledge or information sufficient to form a
27 belief as to the truth of the allegations in paragraph 203, and on that basis denies
28 each and every allegation contained therein.

204. Defendant denies each and every allegation in this paragraph of the Second Amended Complaint.

205. Defendant denies each and every allegation in this paragraph of the Second Amended Complaint.

FIRST CAUSE OF ACTION

UNFAIR BUSINESS PRACTICES

206. Defendant incorporates by reference, as though fully set forth herein, all previous paragraphs of this Answer.

207. Defendant avers the law speaks for itself.

208. Defendant avers the law speaks for itself.

209. Defendant denies each and every allegation in this paragraph of the Second Amended Complaint.

210. Defendant denies each and every allegation in this paragraph of the Second Amended Complaint.

211. Defendant denies each and every allegation in this paragraph of the Second Amended Complaint.

212. Defendant denies each and every allegation in this paragraph of the Second Amended Complaint.

213. Defendant denies its “Compare At” prices were not true, accurate and verified comparative reference prices. Defendant is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 213, and on that basis denies each and every such allegation contained therein.

214. Defendant denies each and every allegation in this paragraph of the Second Amended Complaint.

215. Defendant denies each and every allegation in this paragraph of the Second Amended Complaint.

SECOND CAUSE OF ACTION

FRAUDULENT BUSINESS PRACTICES

216. Defendant incorporates by reference, as though fully set forth herein, all previous paragraphs of this Answer.

217. Defendant avers the law speaks for itself.

218. Defendant denies each and every allegation in this paragraph of the Second Amended Complaint.

219. Defendant denies each and every allegation in this paragraph of the Second Amended Complaint.

220. Defendant denies each and every allegation in this paragraph of the Second Amended Complaint.

221. Defendant denies each and every allegation in this paragraph of the Second Amended Complaint.

THIRD CAUSE OF ACTION

UNLAWFUL BUSINESS PRACTICES

222. Defendant incorporates by reference, as though fully set forth herein, all previous paragraphs of this Answer.

223. Defendant avers the law speaks for itself.

224. Plaintiffs' claims under the "unlawful" prong of the UCL based on violations of the FTCA were dismissed by order dated June 17, 2016.

225. Plaintiffs' claims under the "unlawful" prong of the UCL based on violations of Cal. Civ. Code §1770(a) were dismissed by order dated June 17, 2016.

226. Plaintiffs' claims under the "unlawful" prong of the UCL based on violations of Cal. Civ. Code §1770(a) were dismissed by order dated June 17, 2016.

227. Plaintiffs' claims under the "unlawful" prong of the UCL based on violations of Cal. Civ. Code §1770(a) were dismissed by order dated June 17, 2016.

228. Plaintiffs' claims under the "unlawful" prong of the UCL based on violations of Cal. Civ. Code §1770(a) were dismissed by order dated June 17, 2016.

1 Defendant denies use of or reference to materially misleading, deceptive, and/or
2 false “Compare At” prices on the price tags of merchandise sold to consumers in
3 California.

4 229. Defendant denies each and every allegation in this paragraph of the
5 Second Amended Complaint.

6 230. Defendant denies each and every allegation in this paragraph of the
7 Second Amended Complaint.

8 **FOURTH CAUSE OF ACTION**

9 **FALSE ADVERTISING**

10 231. Defendant incorporates by reference, as though fully set forth herein,
11 all previous paragraphs of this Answer.

12 232. Defendant avers the law speaks for itself.

13 233. Defendant avers the law speaks for itself.

14 234. Defendant denies each and every allegation in this paragraph of the
15 Second Amended Complaint.

16 235. Defendant denies each and every allegation in this paragraph of the
17 Second Amended Complaint.

18 236. Defendant denies each and every allegation in this paragraph of the
19 Second Amended Complaint.

20 237. Defendant denies each and every allegation in this paragraph of the
21 Second Amended Complaint.

22 238. Defendant denies each and every allegation in this paragraph of the
23 Second Amended Complaint.

24 239. Defendant denies each and every allegation in this paragraph of the
25 Second Amended Complaint.

26 240. Defendant denies each and every allegation in this paragraph of the
27 Second Amended Complaint.

28 241. Defendant denies each and every allegation in this paragraph of the

Second Amended Complaint.

FIFTH CAUSE OF ACTION

VIOLATION OF CALIFORNIA CONSUMER LEGAL REMEDIES ACT

242. Defendant incorporates by reference, as though fully set forth herein, all previous paragraphs of this Answer.

243. Plaintiffs' CLRA claims were dismissed by order dated June 17, 2016.

244. Plaintiffs' CLRA claims were dismissed by order dated June 17, 2016.

245. Plaintiffs' CLRA claims were dismissed by order dated June 17, 2016.

246. Plaintiffs' CLRA claims were dismissed by order dated June 17, 2016.

247. Plaintiffs' CLRA claims were dismissed by order dated June 17, 2016.

248. Plaintiffs' CLRA claims were dismissed by order dated June 17, 2016.

249. Plaintiffs' CLRA claims were dismissed by order dated June 17, 2016.

250. Plaintiffs' CLRA claims were dismissed by order dated June 17, 2016.

251. Plaintiffs' CLRA claims were dismissed by order dated June 17, 2016.

ANSWER TO PRAYER FOR RELIEF

1. Defendant denies the Plaintiffs are entitled to the relief requested in paragraph 1 of the prayer for relief.

2. Defendant denies the Plaintiffs are entitled to the relief requested in paragraph 2 of the prayer for relief.

3. Defendant denies the Plaintiffs are entitled to the relief requested in paragraph 3 of the prayer for relief.

4. Defendant denies the Plaintiffs are entitled to the relief requested in paragraph 4 of the prayer for relief.

5. Defendant denies the Plaintiffs are entitled to the relief requested in paragraph 5 of the prayer for relief.

6. Defendant denies the Plaintiffs are entitled to the relief requested in paragraph 6 of the prayer for relief.

7. Defendant denies the Plaintiffs are entitled to the relief requested in

1 paragraph 7 of the prayer for relief.

2 8. Defendant denies the Plaintiffs are entitled to the relief requested in
3 paragraph 8 of the prayer for relief.

4 **ANSWER TO DEMAND FOR JURY TRIAL**

5 To the extent a response to Plaintiffs' jury demand is required, Defendant
6 denies that Plaintiffs are entitled to a jury trial for the claims asserted in the
7 Complaint.

8 **AFFIRMATIVE DEFENSES**

9 **FIRST AFFIRMATIVE DEFENSE**

10 (Other Factors Caused Alleged Harm)

11 1. Factors other than allegedly untrue statements of material fact,
12 omissions of material fact, misleading statements or other alleged actions by
13 Defendant caused some or all of the harm or damages alleged by Plaintiffs, to the
14 extent there was any.

15 **SECOND AFFIRMATIVE DEFENSE**

16 (No Causation)

17 2. Defendant is not liable to Plaintiffs, in whole or in part, because the
18 losses that Plaintiffs allegedly suffered were not proximately caused by any act or
19 omission of Defendant.

20 **THIRD AFFIRMATIVE DEFENSE**

21 (Class Action Prerequisites)

22 3. Plaintiffs cannot satisfy the prerequisites for class certification and,
23 therefore, cannot represent the interests of others.

24 **FOURTH AFFIRMATIVE DEFENSE**

25 (Failure to State a Class Action)

26 4. The Complaint, and each claim for relief asserted therein, fails to state
27 facts sufficient to constitute a class action as to either Plaintiffs or Defendant.
28

FIFTH AFFIRMATIVE DEFENSE

(No Injury or Harm)

5. Defendant's alleged conduct did not cause Plaintiffs or any putative class member harm and/or injury.

SIXTH AFFIRMATIVE DEFENSE

(Lack of Subject Matter Jurisdiction)

6. Plaintiffs' claims cannot proceed in this forum because the Court lacks subject matter jurisdiction over Plaintiffs' claims or, in the alternative, because the Court should exercise discretion to decline subject matter jurisdiction over Plaintiffs' claims.

SEVENTH AFFIRMATIVE DEFENSE

(No Duty to Disclose)

7. Plaintiffs' claims are barred because Defendant was under no duty to disclose any of the purported information Plaintiffs allege was not disclosed.

EIGHTH AFFIRMATIVE DEFENSE

(Statute of Limitations)

8. Plaintiffs' claims are barred, in whole or in part, by the applicable statute of limitations, including, but not limited to, California Business & Professions Code Section 17208.

NINTH AFFIRMATIVE DEFENSE

(Waiver)

9. Plaintiffs' claims are barred by the doctrine of waiver by reasons of the actions, acquiescence and course of conduct of Plaintiff and/or the members of the purported class.

TENTH AFFIRMATIVE DEFENSE

(Consent)

10. Plaintiffs' claims are barred because Plaintiff and/or members of the purported class consented to the conduct about which Plaintiff now complains.

ELEVENTH AFFIRMATIVE DEFENSE

(Unclean Hands)

11. Plaintiffs' claims are barred by the doctrine of unclean hands.

TWELFTH AFFIRMATIVE DEFENSE

(Laches)

12. Plaintiffs' claims are barred in whole or in part by the doctrine of laches.

THIRTEENTH AFFIRMATIVE DEFENSE

(Mitigation)

13. Plaintiffs' claims are barred because Plaintiff and members of the purported class have failed to mitigate the damages they allegedly incurred.

PRAYER FOR RELIEF

WHEREFORE, Defendant prays as follows:

1. That Plaintiffs take nothing by reason of their Complaint, that judgment be rendered in favor of Defendant;

2. That Defendant be awarded costs of suit incurred in defense of this action; and

3. For such other relief as the Court deems proper.

Dated: July 5, 2016

MORRISON & FOERSTER LLP

By: /s/ David F. McDowell
DAVID F. MCDOWELL

Attorneys for Defendant
ROSS STORES, INC.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on July 5, 2016, the foregoing document was filed electronically on the CM/ECF system, which caused all CM/ECF participants to be served by electronic means.

Dated: July 5, 2016

MORRISON & FOERSTER LLP

By: /s/ David F. McDowell
DAVID F. MCDOWELL

Attorneys for Defendant
ROSS STORES, INC.